

## **MEMORANDUM OF UNDERSTANDING**

The undersigned parties, the Bargaining Representatives of the Township of Cranford (“Township”), the Bargaining Representatives of the Firemen’s Mutual Benevolent Association, Local 37, and the Bargaining Representatives of the Cranford Fire Officers’ Association, Local No. 237 (Local 37 and Local 237 are collectively referred to herein as the “FMBA”), hereby agree to proposed material terms for new Collective Bargaining Agreements for the period January 1, 2018 through December 31, 2021 as described herein.

The parties agree to recommend these terms and conditions to their respective constituents for ratification and approval. However, the parties acknowledge that these terms and conditions are subject to and conditioned upon ratification by the FMBA and by approval of the Cranford Township Committee. All contract language modified by this Memorandum of Understanding (“MoU”) shall be subject to review and finalization by counsel for the parties, provided that no substantive changes shall be made without agreement by all parties.

### **AGREED TERMS<sup>1</sup>**

- The respective CBAs shall be renewed for a four-year period of January 1, 2018 through and including December 31, 2021.
- The rates of pay on the salary guides will increase over the preceding year as follows:
  - a. 2018: 2.0%
  - b. 2019: 2.0%
  - c. 2020: 2.0%

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<sup>1</sup> All capitalized terms not otherwise defined herein are subject to the definitions in the existing CBA for 2014 through 2017.

d. 2021: 2.0%

- All employees hired on or after January 1, 2018, shall be entitled to a maximum total of 82.5 days of Terminal Leave Pay for any and all Terminal Leave Pay provided for in Article 36 section 7 for Local 37 and article 28 section 7 for Local 237 of the expiring CBA.

- Health Insurance: The following terms shall apply to health insurance offered to all regular, full-time, permanent employees within the FMBA Bargaining Unit:

- a. All employees hired on or after January 1, 2018, and not currently enrolled in Township provided health insurance, shall be offered Major Medical Insurance through either the OMNIA Health Plan or NJ Direct HD1500 Plan within the State Health Benefits Plan, or a plan offering substantially similar or greater benefits.

- Employees subject to paragraph 5a., hired on or prior to June 30 of the calendar year shall be eligible to enroll in any Health Plan offered by the Township at the first eligible open enrollment period.

- Employees subject to paragraph 5a., hired on or after July 1 of the calendar year shall be eligible to enroll in any Health Plan offered by the Township at the second eligible open enrollment period.

- b. Subject to paragraph 5.a., the Township shall provide employees major medical insurance through the NJ Direct 15 Plan maintained by the State Health Benefits Plan, or a plan with substantially similar or greater benefits.

- c. For contract years 2018, 2019, and 2020, employees shall contribute to the cost of their health insurance based on the attached Schedule A, that take into account the level of enrollment (i.e., single, married, single/child, or family) and the employee's annual salary.

d. For contract year 2021, the Schedule A employee contribution schedule shall be capped at a 30% employee contribution at the following enrollment/salary levels:

- For single enrollment, at an annual salary of \$70,000;
- For married or single/child enrollment, at an annual salary of \$100,000; and
- For family enrollment, at an annual salary of \$100,000.

e. The Township shall offer the following incentive bonus for employees, including those subject to paragraph 5a., who enroll in the OMNIA Health Plan during an open enrollment period and commit to remaining in the plan for 2 years:

- \$1,000 for single enrollment
- \$1,250 for member/spouse enrollment
- \$1,250 for parent/child(ren) enrollment
- \$2,000 for family enrollment
- A Firefighter or Fire Officer assigned to the duty of EMT shall receive the sum of \$50.00 per billable call.
- All contract language referencing Chapter 78 shall be deleted to reflect Chapter 78's expiration.
- The CBA for Local 237 will reflect the following language changes:
  - a. Article 2 -Section 1 (page 3)
    - Recognition" Change Fire Captain to Battalion Chief, Remove Assistant Fire Chief
  - b. Article 7 (page 11) -
    - Remove "Deleted-fire safety patrol"
  - c. Article 17 –Section 4 (Page 35)
    - Opening paragraph-Remove "The list is to be posted at all times "and replace with "The list shall be accessible at all times utilizing the VCS scheduling system"

d. **Article 17-Section 4 B (Page 35)**

- Remove “Deleted”

e. **Article 17A- Section 1A (Page 37)**

- Acting Chief- Replace Captain with Battalion Chief

f. **Article 17A- Section 3-(Page 38)**

- Remove “All requests for compensatory time off shall be submitted to the Chief and shall be dated and time recorded” and replace with “All Compensatory time off requests shall be entered through the VCS scheduling system.”

g. **Article 18- Section 4 (Page 40)**

- Clothing and Uniform Allowance
  1. Add Nomex hood, personal SCBA Mask, and Bailout ensemble to standard turnout gear section
  2. LT – replace light blue shirt with Dark blue shirt as per the departmental Uniform Policy standards set by the Chief. Also change the LT helmet to address “Yellow helmet”
  3. Change Captain to Battalion Chief
  4. Add (2) Dark blue shirts (One long, one short to the required white shirts) for Battalion Chiefs. Also change yellow helmet to White helmet

h. **Article 18-Section 6 (Page 41)**

- Remove “Deleted”

i. **Article 20 Administrative Leave (Page 44-46)**

- Change “Administrative” to “Personal” throughout all sections
- **Section 3A(Page 45)** – Remove Line #1 and Line #2 and replace with “All requests shall be submitted through the VCS scheduling system”

j. **Article 21- Section 2 (Page 47)** –

- Replace “Parents of Employee’s spouse” with “The immediate family of the Employee’s spouse as described in this section.”

k. **Article 25-“Fire Prevention Officer (Page 55)**

- Change to - Administrative Officer
- see attached job description

l. Article 26- Sick Leave (Page 69)

- Section 1 through 5a-
  - delete and replace with Cranford Township Sick leave policy on page 25 of personnel policies and procedures manual.

Section 5B (Page 71)

- Replace Fire Prevention Officer with Administrative Officer

m. Article 27A Acting Captains

- Change seven (7) calendar days to 1 shift or more

Article 27 D -Duty Exchanges (Page 75)

- Remove D and replace with “All requests shall be submitted through the VCS scheduling system”

n. Article 28 Terminal Leave Pay (Page 76)

- Section 6 (Page 79) - Replace Fire Prevention Officer with Administrative Officer increment”
- Section 7 (Page 80) – Remove all wording from “As to the employees identified on Exhibit “A” to the end of the section (no longer applicable)
- Section 8 (Page 81)- Remove

o. Article 30 Accidental Death & Dismemberment Insurance

- Section 2 (Page 84)
  - Upgrade Life Insurance policy from \$3,000.00 to \$10,000.00

p. Article 31 Dental Insurance (Page 86)

- 80/20-for preventative, 50/50 for major treatment, 50/50 for basic coverage

q. Article 35 Death Benefits (Page 93)

- Section 2A (Page 93)-Update surviving child age from 19th birthday to 26<sup>th</sup> birthday

- o. Article 43 (Page 101) -Remove
- The CBA for Local 37 will reflect the following language changes:
  - a. Article 2 - (page 3)
    - Change 1<sup>st</sup> section to Section 1 from Section 2
  - b. Article 2 - New section 1 (page 3)
    - Addition of “Battalion Chief of Fire
  - c. Article 7- Section 3 - (page 10)
    - Change “paid personnel” to “duly Sworn career firemen”
  - d. Article 8 (page 11) -
    - Remove “Deleted-fire safety patrol”
  - e. Article 10 - Section 2 - (page 12)
    - Change “The Township will deduct current Union dues from the pay of Employees for the last period in the calendar month.” To “The Township will deduct current Union dues from the pay of Employees at the frequency of two pay periods a month”
    - Correct misspelling of “from”
  - f. Article 16 - (page 26)
    - Amend chapter to proper Township code- code A502
  - g. Article 18 – Section 4 - (page 34)
    - Change “platoon Captains” to “Shift Commanders”
  - h. Article 22- Section 2 - (page 39)
    - Add: “For the purpose of this section, a 24 hour shift will begin at shift change at 0800 hours”
  - i. Article 17 –Section 4 (Page 39)
    - Opening paragraph-Remove “The list is to be posted at all times “and replace with “The list shall be accessible at all times utilizing the VCS scheduling system”
  - j. Article 17-Section 4 B (Page 35)
    - Remove “Deleted” restructure letters accordingly
  - k. Article 22A- Section 3-(Page 42)
    - Remove “All requests for compensatory time off shall be submitted to the Chief and shall be dated and time

recorded” and replace with “All Compensatory time off requests shall be entered through the VCS scheduling system.

l. Article 23 Section 1 (Page 43)

- Remove “a period of seven calendar days or more”. Replace with “a period of one shift or more”.

m. Article 24 (Page 45)

- Remove Section 6 and renumber section accordingly.

n. Article 24 Section 5 (Page 45)

- Add Nomex hood, Personal SCBA Mask, and bailout ensemble to the standard turnout gear section.

o. Article 25 Section 6 (Page 51)

- Include “except that additional annual increment for assignment as Fire Inspectors will be included in the overtime premium hourly rate at such times as Fire Inspectors is held over or recalled to work overtime to preform inspector duties specifically.”

p. Article 20 Administrative Leave (Page 67)

- Change “Administrative” to “Personal” throughout all sections
- Section 3(Page 68) – Remove Line #1 and Line #2 and replace with “All requests shall be submitted through the VCS scheduling system”

q. Article 21- Section 2 (Page 47) –

- Replace “Parents of Employee’s spouse” with “The immediate family of the Employee’s spouse as described in this section.”

r. Article 33 (Page 77) –

- Remove Section

s. Article 34- Sick Leave (Page 77-80)

- Section 1 through 5-
- Delete and replace with Cranford Township Sick leave policy on page 25 of personnel policies and procedures manual.

t. Article 35 (Page 83) –

- Remove D through F and replace with: “All requests shall be submitted through the VCS scheduling system.”

u. Article 36 (Page 84) –

- Remove “PFRS pension system” and change to “an approved state pension system or its equivalent.”

v. **Article 43 (Page 100)-**

- Change “until youngest surviving child reaches the year of the nineteenth (19<sup>th</sup>) birthday” to “until the end of the youngest surviving child’s twenty-sixth (26) year”

[Signature Page Follows]

ON BEHALF OF LOCAL 37 & 237

Firemen's Mutual Benevolent  
Association, Local 37

Dated:

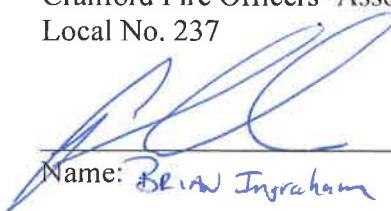
08/16/18

  
Name: Mark Bagniewski

Dated:

8/16/18

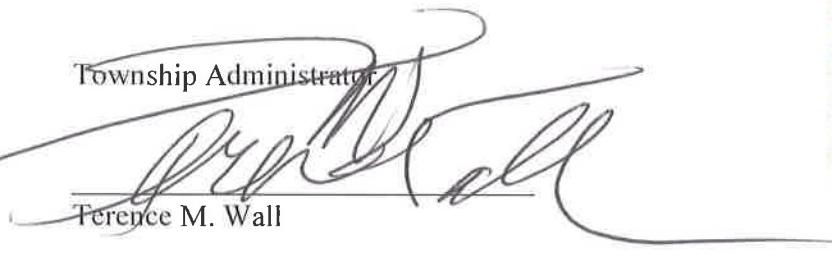
Cranford Fire Officers' Association,  
Local No. 237

  
Name: Brian Ingraham

ON BEHALF OF THE  
TOWNSHIP OF CRANFORD

Dated:

8/14/18

  
Township Administrator

Terence M. Wall

Dated:

8-14-18

  
Township Attorney

Ryan L. Cooper, Esq.

## **237 CBA Article 25 Proposal**

### **Title: "Administrative Officers"**

The following provisions apply to members assigned to the roll of Administrative Officers within the Cranford Fire Department.

#### **Assignment:**

Promulgated under Article 25, Chapter 2, The Chief of Fire has the sole and exclusive authority for the assignment, continuation of assignment, and reassignment of Fire Officer(s) to the duty of Administrative Officer and shall be responsible for determining the selection criteria and educational requirements for the assignment subject to the approval of the Township Administrator. Assignment to, continuation in, and reassignment of a Fire Officer to the duty of Administrative Officer shall be made by and at the discretion of the Chief of Fire subject to policies established by the Township Committee.

#### **Incremental Increase of Salary:**

Fire Officer(s) assigned to the duty of Administrative Officer shall receive, in addition to regular salary, an adjustment of \$2,500 to the base salary. Said adjustment shall not be paid until the Officer has served continuously in the role of Administrative Officer for a period of six months.

#### **Hours of Employment:**

Fire Officer(s) assigned to the duty of Administrative Officer shall work a 40-hour work week typically consisting of a Monday through Friday work schedule, excluding official Township Holidays.

Both Local 237 and the Township recognize that at times, additional hours will be needed. The Administrative Officer and Chief of Fire will mutually agree on one of the following methods for compensating for said additional hours; an hours adjustment in lieu of payment, awarding of compensatory time, or awarding of overtime.

#### **Computation of Vacation and Administrative Leave:**

As the current contract provides for Vacation and Administrative leave based on a 10 and 14 work schedule, the computation must be adjusted for a Monday through Friday schedule. Accordingly, for every four (4) vacation or administrative days (40 hours equivalent) awarded by contract, five (5) vacation or administrative days (40 Hours equivalent) will be awarded to Fire Officers assigned as Administrative Officers working a Monday through Friday Schedule.

## Schedule A

The following schedules will apply to calculate an employee's share of Major Medical Insurance premiums for the period January 1, 2018 to December 31, 2020:

Enrollment: Family	
Salary Range	Employee Share
less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and over	35.00%

Enrollment: Member/Spouse or Parent or Child	
Salary Range	Employee Share
less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and over	35.00%

Enrollment: Single	
Salary Range	Employee Share
less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35.00%

The following schedules will apply to calculate an employee's share of Major Medical Insurance premiums for the period January 1, 2021 to December 31, 2021:

Enrollment: Family	
Salary Range	Employee Share
less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - over	30.00%

Enrollment: Member/Spouse or Parent or Child	
Salary Range	Employee Share
less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 and over	30.00%

Enrollment: Single	
Salary Range	Employee Share
less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 and over	30.00%